



## REQUEST FOR PROPOSAL (RFP)

### Integrated Intelligent Transportation System (ITS) Expansion Project

<b>RFP Number:</b> <u>16-0428</u> <b>Proposal Due Date:</b> <u>July 20, 2016</u> <b>Proposal Due Time:</b> <u>3:00 PM</u>	<b>Contracting Officer:</b> <u>Sandra Rogers</u> <b>Pre-Proposal Conference Date:</b> <u>Not applicable</u> <b>RFP Issue Date:</b> <u>June 17, 2016</u>
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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	See Section 1.4

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

<b>Company Name:</b> _____  <b>E-mail Address:</b> _____	<b>Phone Number:</b> _____  <b>Contact Person:</b> _____
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**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for the purchase and, at the County's option, installation of additional hardware and technologies to interface with the existing Routematch Software modules used by the County in its public transit function. The overall goal is to continue to expand and improve its transportation operations while maintaining or increasing efficiency, customer service, and satisfaction measures in service delivery. Such services shall be in compliance with all relevant requirements directed by the Federal Transit Administration, Florida Department of Transportation (FDOT), Lake County itself and/or any associated funding partners, or local jurisdictions. Vendors are advised that the County maintains a Small and Disadvantaged Business Enterprise (DBE) Policy and Procedure that involves a best effort-based goal for participation by such businesses that reply to this solicitation. Solicitation provision 1.23 provides additional detail in this regard.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

Sandra Rogers, CPPB, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473  
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Experience with similar hardware/software transportation system.
2. Relative degree to which the vendor's proposal exhibits use of non-proprietary hardware and software components.
3. Qualifications of proposed personnel.
4. Proposed costs / fee schedule.

5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Service.
7. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference / Site Visits**

Not applicable to this solicitation.

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI-W. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases**

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip

number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

### **Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability	Included
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Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

### **Section 1.9: Bonding Requirements**

Not applicable to this solicitation.

### **Section 1.10: Completion of Work From Date Of Purchase Order**

As specified in Statement of Work.

### **Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. Such goods and services must be corrected or replaced within seven calendar days of the County notifying the vendor of the problem. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

If a warranty part cannot be repaired within ten (10) days of notification the vendor shall replace the part or equipment without cost to the County.

**Section 1.12.1: Materials Shall be New and Warranted Against Defects**

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

**Section 1.13: Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.13.2: Completion Requirements for Request For Proposal (RFP)**

The original proposal and three (3) complete copies of the proposals submitted by the vendor shall be sealed and delivered to Procurement Services no later than the official proposed due date and time. Any proposal received after this date and time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal shall be prepared in accordance with the following information and directions:

#### **A. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

#### **B. Proposal Guidelines**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

### **C. Proposal Sections:**

Proposals shall be organized into the following major sections:

**Tab A - Proposer Profile** – to be submitted on the firm’s letterhead and include the following:

1. Statement of Interest & Understanding of Project.
2. Firm Profile / Firm History. See Attachment 1.
3. Program Manager: List the name, business address, telephone number and email address of the individual that will act as the program manager for the project. Provide a resume of the individual’s background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including certifications.

**Tab B – Proposed Solution Description(s)**

1. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Alternate solution proposals may be submitted by the same proposer. For each different proposed solution include the same degree of detail and description specified for a primary offer.
2. Describe responding vendor’s project plan, user acceptance test plan, test methodology and recommended solution in performing the services described in the Scope of Services and describe submitting vendors specific policies, plans, procedures or techniques to be used in providing the services to be performed. The responding vendor shall describe its approach to project organization and management, responsibilities or responding vendor’s management and staff personnel that will perform work in this project.
3. Provide cut sheets or other descriptive literature for all proposed equipment. Provide sufficient information for each proposed item to fully support product evaluation by the County. The information initially provided shall include all related specifications, performance, and warranty provisions applicable to each item.

4. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

**Tab C – Similar Projects Form (See Attachment 2):**

Reference similar work efforts (at least three (3) verifiable) performed by your firm within the last three (3) years, to other public sector organizations. Examples should best illustrate current qualifications relevant to this project (Make copies of this form as needed).

**Tab E – Pricing/Certifications/Signature Forms (See Attachment 3):**

Provide a completed pricing response in Section 4 of this Request for Proposal to include support documentation for the prices proposed sufficient to evaluate and determine price realism.

**Tab F – Proof of Insurance.**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab G – Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

**Tab H - Subcontractors / Joint Ventures**

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Tab J for each sub-contractor or joint venture participant.

**Tab I - Other Information**

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

**Tab J - Financial Stability**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Tab K – Warranty**

For each hardware proposed the vendor shall clearly outline the steps which the County must follow for replacement or repairs to equipment which under warranty.

**Section 1.14: Alternate Offers May be Considered**

The County will consider one (1) alternate offer from a vendor which has submitted a primary offer for this solicitation; provided that the vendor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the vendor shall provide a complete and separate pricing section using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in this solicitation.

**Section 1.15: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.16: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.17: Customer Support**

The Contractor shall provide technical support by phone twenty-four hours a day, seven days a week. Customer Support Personnel will be available for live consultation from 8:00 AM to 5:00 PM EST and will return all calls within two (2) hours.

**Section 1.18: Demonstration of Equipment May Be Required During Evaluation**

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this

demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

#### **Section 1.19: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work that may be required for the completion of work. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

#### **Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager. Any component of the vehicle found by the County Fleet Division that is not properly working after the installation must be corrected at the expense of the vendor.

#### **Section 1.21: Liquidated Damage for Late or Deficient Performance**

Time is of the essence for all effort under this contract. Failure to perform the required services in accordance with the specifications and to the satisfaction of the County within the time stated for provision of scheduled service, or completion of assigned tasks or corrective action, may cause the vendor to be subject to charges for liquidated damages. Such charges serve as compensation due the County for loss of use and for additional costs incurred by the County due to such untimely delivery. The County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the vendor under this agreement, or to invoice the vendor for such

damages if the costs incurred exceed the amount due the vendor. Repeated occurrences of late or generally deficient service at a given or group of stops may result in termination of contract. The following charge schedule applies:

1. Failure to complete the installation of the ITS infrastructure within 90 days of the notice to proceed. \$100.00 per day for each day the installation is not complete.
2. Failure of the ITS infrastructure to operate properly after “Go-Live”.  
\$100.00 per day for each day the system does not work properly.
3. Failure to repair or replace a faulty component within three days of notification.  
\$50.00 per day which the component does not operate.
4. Failure of support to return a call within 24 hours of receiving a request for technical support. \$50.00 per day.

### **Section 1.22: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

### **Section 1.23: Special Notice to Vendors Regarding Federal and/or State Requirements (See Attachment 6 – Federal Funding Clause Set)**

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as “flow-down” clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have

substantially equal qualifications to those of non-residents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor’s employment needs in the state’s job bank system.

**Section 1.24: Training Courses to be Provided**

The vendor shall provide an intensive operation training program to the County and its contracted employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation.

In addition, the vendor shall train Lake County Fleet Division employees to proficiency on the maintenance of the equipment.

The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

**Section 1.25: Training Manuals to be Provided**

The vendor shall supply the county with a comprehensive training manual for each hardware installed (if applicable) which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. Final payment shall be withheld until such time as these manuals are received by the County.

### **SCOPE OF SERVICES**

The purpose of this solicitation is to establish a contract for the purchase and, at the County's option, installation of additional hardware and technologies to interface with the existing Routematch Software modules used by the County in its public transit function. The overall goal is to continue to expand and improve its transportation operations while maintaining or increasing efficiency, customer service, and satisfaction measures in service delivery.

The contract resulting from this solicitation may be funded by federal grants. The awarded vendor shall comply with the entirety of the project-specific clause set provided at Attachment 6 of this solicitation. It is specifically noted that the Davis-Bacon Act does not apply to the services to be performed as that effort involves no alteration of real property.

#### **Functional Requirements**

The selected contractor shall provide hardware, all brackets, nuts, bolts, connectors, and all integration and installation necessary to provide a fully operational system for each vehicle.

The project management services to be provided include, but are not limited to those related to management and coordination of ITS component compatibility, testing of installed ITS equipment to ensure proper functionality, and other functions as needed in the successful deployment of ITS components.

Specific responsibilities of the successful applicant will include, but not be limited to the following:

- Coordinate the installation of, or if so requested by the County, physically install, ITS components (hardware and software) on both fixed route and paratransit vehicles.
- Testing of ITS components before, during, and after installation to ensure proper functionality.
- Ensure compatibility and coordination of effort and information between the various ITS components (eg. Single-button settings, shared GPS, wireless communications, etc.)
- All hardware, purchased or replaced, must be new or certified refurbished, compatible and successfully and seamlessly interface with the current software.
- Maintenance and upkeep of ITS components per contractual requirements.

#### **Current Fleet**

The transit division of Lake County provided approximately 307,566 passenger trips on the fixed route transit service and approximately 130,373 passenger trips on its paratransit service. The County operates a fleet of 77 vehicles, (18 fixed route, 53 paratransit and 6 service vehicles). Fixed route service operates a maximum number of 9 buses per day over 5 routes and paratransit services operates a maximum number of 43 buses per day.

A current list of vehicles is attached and can be found in Attachment 5.

#### **Existing Technology Specifications**

The transit division of Lake County has already purchased and installed scheduling/dispatch software which is provided and maintained by RouteMatch Software, Inc. Purchased software modules are as follows:

RouteMatch uses GIS-based scheduling and routing algorithms and supports Americans with Disabilities Act (ADA) requirements.

Specific modules include:

**RouteMatch Demand Response**

- Addresses
- Customers
- Trips
- Scheduling
- Dispatching
- Verification
- Funding Sources
- Billing
- Services
- Coordination
- Message Board
- Self-Service Management Console
- Notifications

**RouteMatch Fixed Route**

- Fixed Route Dispatching
- Fixed Route Scheduling
- Fixed Route Authoring
- Fixed Route Verification
- Fixed Route Monitoring
- Fixed Route Analysis

**Currently Needed Hardware (Fixed-Route and Paratransit buses)**

The following provides a list of the requested hardware that must be compatible with the current RouteMatch software. Vendor shall meet or exceed current make, model and version as stated below. The Contractor shall install communications cabling and connections compliant with the Society of Automobile Engineers (SAE) J-1708/1587 or J-1939 network standard, to form a Vehicle Area Network (VAN) connecting the Mobile Data Terminal (MD) with farebox (when available), headsign, APC controller, DVR, AVA controller and interior DMS for AVA, for common login, operating control and other integrated functionalities. Further, MDTs shall be able to be integrated with optional on-board equipment (when purchased) that includes TSP emitters, on-board surveillance systems and maintenance network gateways for vehicle component monitoring.

All supported Message IDs (MID) and Parameter IDs (PID), available for communications with on-board devices using the J-1708/1587 or J-1939 interface, shall be fully documented.

**Automated Annunciation System (AAS)**

- A. Current system installed: Mackenzie DADS MB701

**Functional Requirements**

- A. Meet the requirements of the Americans with Disabilities Act (ADA)
- B. Automatically announce and display recorded information about each stop, major intersection, key locations, transfer opportunities, and route destination in each lake County fixed route vehicle prior to arriving at that location; and
- C. Provide the ability for authorized personnel to record the announcements and construct the related text at a centrally-located location, transferred to buses and to have those announcements associated with the appropriate trip.

**General AAS Requirements**

- A. An AAS shall be installed on each Lake County fixed-route vehicle.
- B. The AAS shall function as follows. As each Lake County fixed route vehicle approaches a stop, major intersection, or other designated location, a digitally-recorded announcement shall be automatically made over the on-board public address (PA) system speakers (it is the responsibility of the proposers to test the vehicle PA system speakers for proper operation and provide speakers or replace speakers as needed) and displayed on an LED sign inside the vehicle to inform passengers about the next stop. The volume of the announcements shall be automatically adjusted according to the noise level on the vehicle at the time. No vehicle operator interaction shall be required to operate the annunciation system. However, the vehicle operator shall have the ability to manually operate the system whenever it is deemed appropriate to do so. Further, the vehicle operator's use of the on-board PA system shall override any automated announcements.
- C. In the event that a vehicle is operating off-route, the automated announcements/displays shall not be made. The system shall detect reacquisition of the route, at any point along the route, and automatically determine and announce the next valid bus stop or other designated location. Off-route and on-route detection and recovery shall be automatic and not require operator intervention or action, nor shall it require the vehicle to be driven to special reacquisition points.
- D. The location information announced/displayed shall be the name of the stop, the location of the stop (if different from the stop name), transfer opportunities (if the potential route is currently operating), and other information to be determined at a later date (e.g., points of interest located close to the stop). The annunciation system shall use the vehicle location information from the AVL to trigger these announcements on-board the vehicle whenever the vehicle enters a "trigger zone." A trigger zone is a user-defined area that is located just prior to each stop location configurable by the vehicle on both a global basis or as superseded on a stop-specific basis. For example, the trigger zone may begin 800 feet before each stop or other announcement location.
- E. Optionally, at each stop, as the doors are opened for passenger boarding, a route/destination announcement shall be made outside the LakeXpress vehicle. The volume of the external announcement must be able to be set globally dependent on the time of day and location that the announcement is being made.

- F. In addition to next stop announcements/displays, the annunciation system shall be capable of making time-based, location-based and vehicle operator-initiated announcements/displays. Time-based announcements/displays shall be programmed to be made on-board the vehicle at specific times of the day, days of the week, or within specified time periods. Separate announcements/displays shall be programmed to be made on-board the vehicle when that vehicle is at a specific location(s).
- G. Vehicle operator-initiated announcements/displays (e.g., safety-related announcements) shall be programmed to be made at the vehicle operator's discretion. The system shall be able to store up to a total of 99 time-based, location-based and vehicle operator-initiated announcements/displays on the MDT.

**In-Vehicle Hardware Requirements (Fixed-Route and Paratransit buses)**

The AAS shall utilize the AVL MDT to the extent possible to provide the following capabilities:

- A. Automatically initiate audio announcements and sign displays;
- B. Communicate with the AVL system and other on-board systems, as necessary; and
- C. Provide the vehicle operator with manual control of the system, if necessary;
- D. Dual-channel high fidelity audio capable of playing simultaneous internal (and optional external) announcements;
- E. Two built-in 20-watt amplifiers; or whatever size to sufficiently be audible.
- F. Noise-sensing device for each audio channel, which shall automatically and independently adjust each channel's volume as appropriate in response to ambient noise detected; and
- G. Independent volume control for each audio channel, automatically adjusted for ambient noise.
- H. The internal display sign for each Lake County fixed route vehicle shall display coordinated text for next stop and other audio announcements. The sign shall meet all ADA requirements for internal signage.
- I. The internal display signs shall be constructed to withstand the harsh transit environment.

**RouteMatch RM Velocity Vehicle Logic Units (VLU) w/ 4G/LTE in.**

- A. Multimode Cellular Public Data Network (PDN) modem • 4G/LTE: with WiFi: (2.4GHz) 802.11 b/g/n
- B. Modem 4G or LTE modem.
- C. All modems, when replaced, must be replaced with similar or better modems.

**In-Vehicle Next Stop Signage (Fixed-Route and Paratransit buses)**

- A. Sunrise Systems Amber signs NXTPS 7x96

**Automated Passenger Counter (APC) (Fixed-Route and Paratransit buses)**

- A. Current APC is Dilax. Exact parts depend on door widths, how many doors and type of bus they're installed on.
- B. Generates management reports and provides service planning information.

**Physical Requirements (Fixed-Route and Paratransit Buses)**

- A. Each doorway on an equipped vehicle shall be fitted with one or more APC sensors.
- B. The APC sensors for each doorway may be mounted either beside or above the doorway passage, involving the use of infrared beam technology and no need for direct contact with passengers.
- C. Floor treadles shall not be incorporated into the doorway sensor design.

**Interface Requirements (Fixed-Route and Paratransit Buses)**

- A. The APC sensor for each doorway shall be connected to a single APC controller.
- B. The APC controller shall be connected to the standard SAE J-1708/J-1587 or J-1939 VAN Vehicle Area Network (VAN) to enable communication with the MDT.
- C. The APC sensors may alternatively be each connected directly to the J-1708/J-1587 or J-1939 Vehicle Area Network (VAN) to enable communication with the MDT without any intermediate APC controller.

**Functional Requirements (Fixed-Route and Paratransit Buses)**

- A. Counts the number of passengers boarding and alighting at each stop, separately for each doorway.
- B. Stores the boarding and alighting counts on-board, for each stop and doorway, including the GPS latitude and longitude for the stop location as well as the current date, time, block, route and trip.
- C. Maintains the current vehicle occupancy, based on the cumulative boardings and alightings
- D. Assigns count records to stops based on GPS locations
- E. Transfers the stored counts data to the central transit management system via the cloud
- F. Receives and implements APC subsystem software and data updates, from the central transit management system, via the cloud.
- G. Provides a combination of pre-defined reports and the ability to create ad-hoc reports based on the APC data.
- H. Supports data post-processing to improve the accuracy of the APC data.
- I. Provides interface between APC post-processed data and County's GIS system for service planning analysis.

**Performance Requirements (Fixed-Route and Paratransit Buses)**

- A. The doorway sensors shall be able to count and differentiate between boarding and alighting passengers.
- B. The doorway sensors shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side.
- C. The doorway sensors shall be able to count the moving passengers with heights between 1 meter in height and a maximum height of the doorway.
- D. The doorway sensors shall be able to count moving passengers with speed between 0.1 and 3 meters per second.
- E. The doorway sensors shall be able to separately count a small child being carried by another passenger.

- F. The doorway sensors shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while passing through the sensor beams.
- G. The doorway sensors shall not separately count objects carried by passengers such as shopping bags or umbrellas.
- H. Boarding and alighting counts shall only be recorded when the doorway is open. This will avoid any counting of passengers moving in the vicinity of the doorway passengers between stops.
- I. Boarding and alighting counts shall only be recorded with the vehicle MDT is logged into the revenue service run. If there is a bus breakdown and passengers need to transfer to a replacement bus, this will allow the passenger transfer to be done with both buses logged out of the run so the transferring passengers are not erroneously double-counted.
- J. The percent error for boarding or alighting counts at a given doorway, measured at a given stop, shall be calculated as: absolute value of (measured count minus observed count) divided by (observed count). For example, if 7 passengers were observed boarding through the front door at the stop and the APC system recorded 8 passengers boarding, the percent error would be 1/7 (i.e., 14%)
- K. The average percent error for both boardings and alightings for each vehicle doorway shall be 5%, under the full range or ambient illumination conditions and for ambient temperatures.
- L. A sample of at least 50 % error observations shall be collected at various revenue service stops, for both boardings and alightings at each vehicle doorway, and the average percent error for each sample shall be within the range 3% to 7%.
- M. The APC subsystem shall be interfaced with a wheelchair lift sensor, with the number of wheelchair lift operational cycles at each stop is also recorded.
- N. For each stop, a data record shall be created to store the number of boarding and alighting passengers for each doorway and the number of wheelchair lift activations.
- O. Each data record shall include the current GPS latitude and longitude (if the GPS receiver indicates that it currently has GPS lock), as well as the current date/time, block, vehicle number, vehicle operator ID, run number, route and trip number.
- P. The date/time of any separate APC controller shall be updated at least one per day from the MDT.
- Q. Data records may be stored in either the APC controller or the MDT, with sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data.
- R. On-board memory shall be non-volatile storage so that a power supply is not required to retain the stored APC data records.
- S. The APC controller shall be connected to the MDT to support annual and as-needed calibration of the doorway sensors and review of stored data records

**Installation Requirements**

- A. APC sensors shall be mounted to avoid any protrusions into the doorway passage, with sealed windows for the infrared beams.
- B. Cabling to the doorway sensors shall be shielded and routed to avoid sources of electromagnetic interference, such as fluorescent lighting ballasts.
- C. The doorway sensors and APC controller shall be mounted in locations that are not accessible to the driver.

- D. The alignment of the doorway sensors shall be calibrated after installation, to establish the alignment settings for each vehicle that achieve the most accurate performance (and the calibration settings for each vehicle shall be documented for future Lake County reference).

**Test Requirements**

The Test Procedures shall be prepared by the Contractor and accepted by Lake County prior to the start of any acceptance testing. The Test Procedures shall define which specification performance requirements are to be demonstrated through each of the following stages of acceptance testing. The Test Procedures shall define for each performance requirement the test stage, test procedure and the test result that would constitute a successful demonstration of the performance requirement.

**Factory Acceptable Testing**

- A. Factory Acceptance Testing shall be completed prior to any installations of the APC subsystem.
- B. Factory Acceptance Testing shall use a complete bench test configuration for the APC subsystem that would be installed on a single vehicle, at a facility provided by the Contractor such as their factory.
- C. The bench test configuration shall include at minimum the following components: (1) doorway sensors installed in two doorway passages with dimensions corresponding to the doorway passages in the actual LakeXpress vehicles to be used; (2) integration of the doorway sensors with the APC controller and MDT (or directly with the MDT), to allow the boarding and alighting counts for test passages through each doorway to be reviewed; and (3) integration with simulated doorway closure sensors.

**Proof of Performance Testing**

- A. Proof of Performance Testing shall be completed after APC subsystem installation for each vehicle.
- B. Proof of Performance Testing shall use the complete configuration for the APC subsystem installed on each single vehicle, at the vehicle installation facility provided to the Contractor by Lake County Public Transportation.
- C. The installed vehicle configuration shall include at minimum the following components: (1) doorway sensors installed and calibrated in all doorway passages; (2) integration of the doorway sensors with the installed APC controller and MDT (or directly with the MDT), to allow the boarding and alighting counts for test passages through each doorway to be reviewed; and (3) integration with the doorway closure sensors.

**Subsystem Integration Testing (Fixed-Route and Paratransit Buses)**

- A. Subsystem Integration Testing shall be completed after the APC subsystem has been integrated with the on-board and central systems.
- B. Subsystem Integration Testing shall use the APC subsystem installed on all equipped vehicles, with the central system at the Lake County Public Transport Division.
- C. The installed test configuration shall include at minimum the following components: (1) integration of the doorway sensors (and any APC controller) with the MDT, based

on the standard SAE J-1708/J-1587 or J-1939 VAN on the vehicles; and (2) integration with the cloud capabilities for bulk data exchange with vehicles and for performing post-processing and reporting for APC data.

**Security Camera System for Fixed Route and Paratransit vehicles**

- A. Current make/model/versions installed: Seon Explorer DX12
- B. Fixed Route vehicles: System shall consist of seven (7) cameras shall provide visual record of the full vehicle.
- C. Paratransit vehicles: System shall consist of (4) cameras. Cameras shall provide visual record of the full vehicle.

**General**

The following subsections describe the functional requirements of the on-board camera system to be satisfied by the successful Contractor under the resulting contract, except for those requirements that are identified as future requirements. For future requirements, the Contractor must demonstrate the capability to satisfy these requirements in the future by describing how hardware and software provided under the resulting contract will interface with future hardware and software identified in this RFP.

Lake County requires an on-board camera system in order to:

- Monitor the activities of passengers on-board a transit vehicle;
- Monitor passengers as they board and alight through the stairwells;
- Monitor traffic through windshield;
- Allow voice recording;
- Allow user to prevent deletion of certain portions of the data; and
- Preview and playback saved images.
- Record day or night hours

**System Requirements**

The on-board camera system, including on-board equipment, fixed-end equipment and associated software, shall perform its functions in a seamless fashion transparent to vehicle operators.

**Specifications of Camera**

The contractor shall provide, and if so requested by the County, install the camera system on a total of one (1) fixed route vehicle.

Additionally, the contractor shall remove the camera systems currently installed in 12 out of service paratransit vehicles and install the camera systems in 12 new paratransit vehicles.

- A. The system shall be a digital recording system;
- B. All images captured by the system shall be in full-color;
- C. All cameras shall be installed inside buses;
- D. Each Fixed Route vehicle shall be equipped with seven (7) cameras. Cameras locations have been identified as follows:
  - #1 facing the front door stairwell;

- #2 at the front of the bus facing the rear of the bus;
  - #3 facing the rear door stairwell;
  - #4 at the middle of the bus facing the rear of the bus;
  - #5 Facing the driver
  - #6 at the windshield capturing road image;
  - #7 Outside showing the passenger side of the bus
- E. Each Paratransit vehicle shall be equipped with four (4) cameras. Camera locations have been identified as follows:
- One (1) Facing forward
  - One (1) Facing Driver
  - One (1) Back towards the inside of the bus
  - One (1) Facing Wheelchair area
- F. Aside from the windshield camera, all fixed-route and paratransit vehicle cameras shall provide complete coverage to monitor the entire interior of the bus;
- G. The cameras shall be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicles;
- H. The cameras shall be capable of operating in typical transit vehicle interior daylight and nighttime lighting conditions;
- I. The cameras shall record at high resolution, full view, and full motion (30 frames per second) quality;
- J. The cameras shall automatically and instantly adjust aperture to compensate for sudden bright or dark images;
- K. The final location of each camera on each bus type shall be determined in collaboration with Lake County staff;
- L. The cameras shall operate on 12 or 24 volts;
- M. The cameras shall be mounted using the appropriate bracket, and shall not interfere with or impede access to other system components;
- N. Brackets, or other mounting elements, shall allow only authorized users to adjust the cameras on both the vertical and horizontal planes;
- O. Clearance from the bus floor to the bottom of camera shall be adequate so as not to impede the free movement of passengers and not to cause injuries to the passengers;
- P. The cameras shall be available in a range of mounts including flush, angled, and surface recessed; and
- Q. The cameras shall be housed in splash-and tamper-proof enclosures.

**Microphones**

- A. Each camera shall have a microphone mounted as part of its housing unit or near it;
- B. The microphone shall pick up and record normal conversations within a five (5) foot radius;
- C. Voice recording shall be stored digitally in the system;
- D. Voice recording of each microphone shall be synchronized with the video recording of the camera associated with it;
- E. In the process of recording, the system shall filter out vehicle noise to provide high quality and easily understood voice.

**On-board Recording Unit Requirements**

The on-board recording unit shall act as an on-board central processing unit that receives and stores all images from all on-board cameras and all voice data from all on-board microphones. The on-board recording unit specifications are as follows:

- A. Be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicles;
- B. The on-board recording unit shall be housed in splash-and tamper-proof enclosures;
- C. The on-board recording unit shall include protection against damage due to electrical overload
- D. The system shall automatically start recording whenever transit power comes on;
- E. The system shall allow for a delayed shut down for a programmed number of minutes after vehicle power is turned off;
- F. Each recorded image frame shall be identified with visible date, time and bus number;
- G. Electrical overload protection shall open the electrical supply circuit of affected modules and subsystems before additional damage to said modules and subsystems, or to other modules, subsystems or power supplies, can occur. Over load protection devices in modules and subsystems shall not be automatically reset. The respective current rating of any overload protection device shall be clearly indicated on each such device;
- H. The on-board recording unit shall have, at a minimum, a 120 Gigabyte hard-drive capacity;
- I. The system shall have the capability to accommodate at least eight (8) cameras;
- J. Authorized users shall be able to easily remove hard-drives to allow data transportability;
- K. The removable hard-drive units shall be of modular design with no access to the recording media or internal components;
- L. The removable hard-drive units shall be housed in splash-and tamper-proof enclosures;
- M. The removable hard-drive units shall be designed for the harsh transit environment, which includes operating effectively throughout temperature extremes, and withstanding the vibration and shock forces associated with transit vehicle
- N. Once images and audio are recorded, the quality of images and audio shall never deteriorate over time, no matter how many times it is played;
- O. The on-board recording units shall allow for wireless transmission of images and audio through the proposed cloud network (vendor will provide a demonstration of the necessary hardware and software required to achieve this transmission);
- P. The system shall allow incidents to be protected from being overwritten once the emergency alarm switch is activated;
- Q. The area of the hard-drive containing an incident shall be protected for a programmed amount of time from up to five (5) minutes prior to the incident to up to fifteen (15) minutes after the incident;
- R. The system shall provide a “quick reference” flag of triggered incidents for quicker future review;
- S. As an option, the on-board recording unit shall be equipped with an internal battery backup to enable the system to capture images and audio even if all vehicle power to the system is cut off due to an accident or other incident;

- T. Two portable units will be provide for onboard viewing and data transfer by Maintenance or Supervisor staff; and
- U. The final location of on-board recording units on each bus type shall be determined in collaboration with Lake County staff;

**Operation Hours**

Service shall be provided outside the general operating hours stated below:

Fixed route services operate Monday through Friday, 6:00 AM to 7:45 PM and Paratransit vehicles operate Monday through Friday, 6:00 AM to 7:45 PM. Fixed route vehicles do not run on Saturdays Sundays, and the below holidays. Paratransit service is provided on Saturdays for dialysis service before 6:00P.M.:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

**Post-Installation Services**

The County may require various services related to equipment after installation of such equipment has been completed. Such services include, but are not limited to, repair of equipment or updates associated with on-going operations. The pricing table includes items for such effort.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or

confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the

reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in

regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

### **3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**RFP TITLE: Integrated Intelligent Transportation System (ITS) Expansion Project****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.

**PRICING SECTION**

See Attachment 4.

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**RFP Number: 16-  
0428**By Signing this Proposal the Proposer Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: \_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_  
Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: References Form**

**Attachment 2: Firm Profile Form**

**Attachment 3: Similar Projects Form**

**Attachment 4: Pricing Form**

**Attachment 5: Fixed Route and Paratransit Vehicle Information**

**Attachment 6: Federal Clause Set**

**ATTACHMENT 1 - WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**ATTACHMENT 2 - FIRM PROFILE FORM**

<p>1. Bidder Name &amp; Address:</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p>_____ Yes _____ No</p> <p>1e. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1a. FEIN #</p> <p>_____</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____ (Typed or Printed Name) _____ (Title)</p>	

**ATTACHMENT 3 - SIMILAR PROJECTS FORM**

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address &amp; Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number</u>
Project Cost: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

**ATTACHMENT 4 – PRICING FORM**

Vendor acknowledges that since the vehicles are in services during the day the firm must be willing to work nights or weekends for the installation unless spares are available during the day. Firm will be responsible for any damage caused to any component of the vehicles as a result of the installation of the ITS infrastructure.

<b>Descriptions</b>		<b>Itemized Cost</b>	<b>Installation, Testing, Implementation and Training Cost</b>	<b>Current Needs</b>	<b>Product Description  (Provide Detail, including version)</b>	<b>Warranty Information  (Provide Detail at Section 1.13.2, C, Tab K)</b>
1	Provide Global Positioning System (GPS) based automated voice annunciation system (AAS) for tracking all LakeExpress vehicles			4		
2	Provide RouteMatch RM Velocity Vehicle Logic Units (VLU) with modem, including all software and licenses necessary to interface with existing operations software ( <b>Routematch 6.1e</b> )			4		

## SECTION 5 – ATTACHMENTS

RFP Number: 16-0428

3	Provide In-Vehicle Next Stop Signage			4		
4	Provide fixed route revenue operating vehicles with automatic passenger counters (APC) to generate management reports and to provide services planning information.			4		
6	Provide security cameras on fixed route vehicles (real time recording with an option to broadcast read time video on demand)			1		
7	Remove and install security cameras on paratransit vehicles (real time recording with an option to broadcast read time video on demand)			12		
Total cost to provide, install, test and implement items above						

Hourly Rates for Offsite Services		Hourly Rate
8	Offsite / Remote - Program Manager	
9	Offsite / Remote - Technical Specialist	
10	Offsite / Remote - Other _____	

Blended Hourly Rates for On-Site (?)Post-Installation Services		Hourly Rate
11	The “blended hourly rate” for post-installation services shall be a single hourly rate encompassing all personnel classifications that may be required for completion of any given post-installation task under the resulting contract. This blended hourly rate shall be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy five (75) mile radius of Tavares, Florida).	

## ATTACHMENT 5 – VEHICLE INFORMATION

Functional		VLU = Vehicle Logistical Unit (GPS) Automatic Vehicle Locator									
N = Non-Functional		MDT = Mobile Data terminals (Tablets)									
A = Absent		APC = Automatic Passenger Counter									
NA = Not Applicable		AAS Automatic Announcement System (Passenger announcements)									
P = Need to Purchase		Security Camera									
T = To be installed from vehicle going to auction or from current stock											
Attachment B											
MDT											
Vehicle Number	Veh Type	Year	VLU	Old MDT	Old Tablet Cradle	New MDT (Tablet)	New Locking Cradle	APC	AAS	Security Camera System	
24793	Blue Bird	2006	F	NA	NA	P	P	F	N	F	
24794	Blue Bird	2006	F	NA	NA	P	P	F	F	F	
24795	Blue Bird	2006	F	NA	NA	P	P	F	F	F	
24797	Blue Bird	2006	F	NA	NA	P	P	F	F	F	
24798	Blue Bird	2006	F	NA	NA	P	P	N	N	F	
24831	Chevy	2007	NA	NA	NA	NA	NA	NA	NA	F	
24890	Int	2006	F	NA	NA	F	F	F	F	F	
25411	Int	2008	F	NA	NA	P	P	F	F	F	
25734	ElDorado	2008	F	NA	NA	P	P	F	F	F	
25956	ElDorado	2009	F	NA	NA	P	P	F	F	F	
25957	ElDorado	2009	F	NA	NA	P	P	F	F	F	
26118	ElDorado	2010	F	NA	NA	P	P	F	F	F	
26363	ElDorado	2011	F	NA	NA	P	P	F	F	F	
26550	ElDorado	2012	F	NA	NA	P	P	F	F	F	
27913	ElDorado	2013	P	NA	NA	P	P	P	P	P	
28618	Gillig 35'	2015	P	NA	NA	P	P	P	P	F	
28619	Gillig 35'	2015	P	NA	NA	P	P	P	P	F	
28620	Gillig 35'	2015	P	NA	NA	P	P	P	P	F	
28555	Gillig 40'	2002	NA	NA	NA	NA	NA	NA	NA	NA	
28556	Gillig 40'	2002	NA	NA	NA	NA	NA	NA	NA	NA	
28557	Gillig 40'	2004	NA	NA	NA	NA	NA	NA	NA	NA	
1) Assumes no ITS equipment to be purchased for the LYNX 40' Gilligs											
			VLU	Old MDT	Old Tablet Cradle	New MDT (Tablet)	New Locking Cradle	APC	AAS	Security Camera System	
	Need to Purchase for FR		4			16	16	4	4	1	
Paratransit Vehicles											
Vehicle Number	Veh Type	Year	VLU	Old MDT	Old Tablet Cradle	New MDT (Tablet)	New Locking Cradle	APC	AAS	Security Camera System	
26095	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26110	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26111	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26112	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26113	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26114	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26115	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26116	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26117	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26119	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26120	Chevy	2010	NA	NA	NA	P	P	NA	NA	F	
26121	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26122	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26123	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26124	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26130	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26247	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26248	Chevy	2010	NA	NA	NA	NA	NA	NA	NA	F	
26321	Chevy	2011	NA	NA	NA	P	P	NA	NA	F	
26322	Chevy	2011	NA	NA	NA	P	P	NA	NA	F	
26479	Chevy	2011	NA	NA	NA	P	P	NA	NA	F	
26480	Chevy	2011	NA	NA	NA	P	P	NA	NA	F	
26481	Chevy	2011	NA	NA	NA	P	P	NA	NA	F	
26625	Ford	2012	NA	NA	NA	P	P	NA	NA	F	
26626	Ford	2012	NA	NA	NA	P	P	NA	NA	F	
26627	Ford	2012	NA	NA	NA	P	P	NA	NA	F	
26628	Ford	2012	NA	NA	NA	P	P	NA	NA	F	
27943	VPG	2012	NA	NA	NA	P	P	NA	NA	F	
27944	VPG	2012	NA	NA	NA	P	P	NA	NA	T	
27945	VPG	2012	NA	NA	NA	P	P	NA	NA	T	
28127	Ford	2013	NA	NA	NA	P	P	NA	NA	F	
28128	Ford	2013	NA	NA	NA	P	P	NA	NA	F	
28132	Ford	2013	NA	NA	NA	P	P	NA	NA	F	
28133	Ford	2013	NA	NA	NA	P	P	NA	NA	F	
28238	Ford	2014	NA	NA	NA	P	P	NA	NA	T	
28622	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28623	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28628	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28629	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28630	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28631	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28632	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28633	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28634	Ford	2015	NA	NA	NA	P	P	NA	NA	T	
28646	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28647	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28648	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28649	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28650	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28651	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28652	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28653	Ford	2015	NA	NA	NA	P	P	NA	NA	F	
28654	Ford	2015	NA	NA	NA	P	P	NA	NA	F	

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